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USA Sports Tours & Events LLC

Athletic Tour Agreement

Athletic Contract – For Men's Basketball Foreign Tour and International Basketball Competition (hereafter TOUR)

This agreement is entered into on the 20th of September, 2018 by and between the University of Northern Iowa Men's Basketball Team (hereafter NORTHERN IOWA) and USA Sports Tours & Events LLC (hereafter USA SPORTS)

USA SPORTS and NORTHERN IOWA hereto agree to the following:

- I. **USA SPORTS will arrange a Men's Basketball Foreign Tour to Italy from August 1 through August 11, 2019.**
- II. The prices are per person and are based on a minimum of 20 people and are subject to change. Fuel surcharges from airlines or bus companies added after contract date may be added. You will be charged for 20 people even if your group falls below this group minimum.
- III. USA SPORTS will provide the following:
 - Roundtrip airfare from Minneapolis, MN to Milan, Italy and from Rome, Italy to Minneapolis, MN.
 - Accommodations will be at high quality hotels with double occupancy (2 beds for 2 persons), 11 days and 9 nights.
 - Breakfast will be provided for all 9 days.
 - All ground transportation within Italy via private chartered bus.
 - Arrangements for all sanctioning fees and game administration procedures and fees required by host teams in Italy.
 - A representative from USA SPORTS who is experienced in international travel will meet you and be with you throughout your tour to assist with the basic details.
 - A game schedule will include 3 contests.
- IV. NORTHERN IOWA agrees to the following terms:

- Based double occupancy on an official party of 20 (minimum), NORTHERN IOWA will pay USA Sports \$4,500 per person. NORTHERN IOWA will make all payments for the TOUR to USA Sports.
- Persons desiring a single occupancy hotel room will pay an additional \$700.
- NORTHERN IOWA will be responsible for all meals except breakfast.
- NORTHERN IOWA will be responsible for providing or obtaining all necessary passports, and/or other identification.
- NORTHERN IOWA will be responsible for all incidentals including, but not limited to, overweight luggage charges, telephone calls, internet charges, room service, laundry, shopping and additional sightseeing.
- Securing travel and medical insurance for each member of your travel party.
- Ground transportation to and from Minneapolis-St. Paul International Airport.
- Any extra that NORTHERN IOWA requests. This could include, but not limited to, single occupancy hotel rooms, first class or business class airfare, requested air deviations, extra tours, and additional or specifically requested sightseeing.

V. Date Guideline and Additional Terms

- NORTHERN IOWA must follow the date guidelines set by USA SPORTS. These guidelines must be delivered to NORTHERN IOWA by March 1, 2019 or within one month of the contract being signed. These guidelines will include, and be limited to dates for delivery of traveling party names, NCAA approval, payment of extra services requested by NORTHERN IOWA, and other items deemed necessary by USA SPORTS to successfully complete tour preparation.
- Failure for NORTHERN IOWA to follow the date guidelines can, at USA SPORTS discretion result in the tour being delayed for one year.
- Except as expressly provided in this Agreement, all media rights to the TOUR are the joint property of the University of Northern Iowa and USA SPORTS. All TOUR related commercial and non-commercial rights including, but not limited to, ticketing, sponsorship, signage, promotional, marketing, television, radio, print, internet, other media and advertising are the property of USA SPORTS and USA SPORTS shall have the sole right to the negotiation, implementation, production and exploitation of these rights and to all revenues arising from such rights all revenues arriving from such rights.
- In the event of a situation beyond the control of USA SPORTS that entails NORTHERN IOWA staying additional nights on the tour and/or modifying their flight itinerary, NORTHERN IOWA is responsible for additional charges.

VI. Boosters

- NORTHERN IOWA shall promote USA SPORTS as the sole provider for NORTHERN IOWA boosters to accompany the team on the TOUR.
- Upon approval from NORTHERN IOWA, USA SPORTS will provide a promotional flyer for you to distribute to your boosters and season ticket holders.

- Boosters could have their own bus (with a minimum number of people) or travel on the team bus if that is acceptable to NORTHERN IOWA.
- The price of boosters will be the same as the official team party's price.
- Boosters would stay at the NORTHERN IOWA team hotels and be on the same flights (space permitting) unless NORTHERN IOWA specifically requests they be kept separate.
- If booster travel is approved, NORTHERN IOWA is financially responsible for making the boosters whole if the tour is cancelled by NORTHERN IOWA less than 60 days until the tour departure date. In the event that the tour is cancelled by USA SPORTS, USA SPORTS shall be financially responsible for making whole any boosters who had signed up to participate in the tour.

VII. NCAA Basketball Guidelines

- NORTHERN IOWA and USA SPORTS agree to adhere to all NCAA Basketball guidelines necessary in participating in the TOUR.

VIII. Terms of Payment

- \$10,000 non-refundable deposit is due within 30 days of signing agreement.
- July 1, 2019 – balance of TOUR cost

IX. Penalties

- If USA SPORTS cancels the TOUR (except as noted below), NORTHERN IOWA will receive all money paid under this agreement for the TOUR in refund and be released from all conditions for the TOUR in this agreement, including any deposits. If it becomes necessary for USA SPORTS to cancel the TOUR for any reason beyond the control of USA SPORTS such as, but not limited to, war, civil disturbances, terrorism, transportation strikes, and natural disasters, USA SPORTS can reschedule the TOUR for the following year.
- If NORTHERN IOWA must cancel the TOUR, NORTHERN IOWA will receive a refund based on the following schedule.
Deposit is non-refundable and not included in the calculations for refund.
150 days or more prior to departure = 80% of TOUR cost
90-149 days prior to departure = 60% of TOUR cost
50-89 days prior to departure = 25% of TOUR cost
20-49 days prior to departure = 10% of TOUR cost
Less than 20 days = no refund
- To cancel the TOUR, NORTHERN IOWA must notify USA SPORTS in writing of its intention. The date that this letter is received is the date used to calculate penalties.
- NORTHERN IOWA must pay \$5,000 if it cancels a game on the itinerary within 30 days prior to TOUR departure. There is no penalty if the game was not on the itinerary delivered to NORTHERN IOWA at least 45 days prior to TOUR departure.

X. Conflict of Laws

- Any part of this Agreement that is contrary to any federal, state, or local law shall not be applicable and shall not invalidate any other part of this Agreement. In the event of disputes or legal interpretation of the terms of this Agreement, the laws of the state of Iowa shall govern and be binding upon the parties hereto.

XI. Entire Agreement

- This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified or amended except in writing signed by the parties hereto.

XII. Notices

- Any and all notices herein shall be in writing and shall be sent by certified mail, return receipt requested.

Please sign and return the enclosed copy, which will serve as a working contract. This must be signed and returned by November 2, 2018. After this date, the above terms may no longer apply.

University: **UNIVERSITY of NORTHERN IOWA**

Athletic Director: David Harris

Signature: [Signature]

Date: 10-31-18

Organization: **USA Sports Tours & Events LLC**

Name / Title: **Ron Smith / Director**

Signature: Ron Smith

Date: 11-1-2018